



Agreement Number:

This Agreement is made and entered into and between the Washington State Department of Transportation (WSDOT), hereinafter called the "Department" and

_____,
hereinafter called the "Grantee".

Whereas, the Department is granted the authority under RCW 47.40 to establish a state-wide Adopt-A-Highway Program: And whereas the Grantee wishes to contribute toward the effort to enhance roadside appearance;

The Department does hereby authorize the Grantee permission to participate in the Adopt-A-Highway Program by picking up litter, and conducting other enhancement work if specified, within the assigned section of highway designated below, in accordance with the following terms and conditions:

The Grantee does hereby agree:

1. To conduct activities in a safe manner and comply with any conditions as may be required by the Department for safety of the participants. Safety is the number one priority of the program.
2. To assign a leader to each crew, and that crew leader shall have a copy of this agreement with him/her while working on the roadside.
3. To pick up litter no less than _____ times per year. Additional clean ups should be done as necessary to maintain a neat appearance. Recommended interval for cleanup is:
_____.
One cleanup shall take place during the month of _____.
4. To have all participants wear the hat and vest furnished by the Department when out on the roadside. No more than _____ people shall participate in the activity at one time.
5. To have no more than _____ vehicles parked on the highway shoulder within the assigned area during an activity.
6. Participants shall be 15 years of age or older. The Grantee shall furnish supervision by one or more adults for every eight (8) minors (under 18 years of age) participating in the activity.
7. Each participant shall receive and review safety training materials and training aids provided by the Department before participating in a roadside activities.
8. To obtain supplies and materials from the Department during regular business hours.
9. To comply with all specifications in the attached Adopt-a-Highway Program Traffic Control Plan when conducting program activities.
10. To place filled bags at the highway shoulder for pickup and disposal by the Department.
11. Participants who find anything that they suspect to be hazardous shall not touch it, but take appropriate precautions and report the location and description of the material/substance to the Department Representative.

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12. Participants shall also not pick up syringes, hypodermic needles, exceptionally large, heavy or unyielding objects. When these kinds of materials are discovered, the Department Representative should be notified as soon as possible to arrange for proper disposal.
13. Activities shall not take place during a legal holiday, during the afternoon on the day before a legal holiday, or holiday weekends. See RCW 1.16.050, legal holidays defined.
14. To provide the Department a copy of the Adopt-a-Highway Volunteer Participant Activity Report with names and signatures of individual participants in the cleanup within 7 calendar days following each and every work activity.
15. The crew leader shall report any injuries, incurred by participants during clean up activities, to the Department Representative within two working days of the injury. Notification should include:
 - Name of injured person
 - Nature of injury
 - Date and time of injury
 - How the injury occurred
16. To return to the Department the portable advanced warning sign and stand, warning light and any other unused equipment and materials furnished by the Department, ☐ following each use, or ☐ upon termination of agreement, (*check one.*)
17. To return hard hats, vests and any other equipment to the Department upon termination of agreement.
18. If adoption includes activities in addition to or other than litter control, also see Exhibit A.
☐ Exhibit A included, ☐ None included (*check one.*)

The Department does hereby agree to:

1. Furnish and install an Adopt-A-Highway sign with the Grantee name or acronym displayed at the assigned area, if the project meets the minimum criteria for signing.
2. Furnish the Grantee bags (if necessary), a "Adopt-A-Highway Work Crew Ahead" advanced warning sign and stand, warning light, and hats and vests for participants to use during cleanup activity.
3. Remove the filled bags from highway shoulder.
4. Assist the Grantee, in cleaning up litter and/or debris if necessary (i.e., when large, heavy, or dangerous items are found).
5. Provide safety materials and training aids to the Grantee's representative for use by Grantee in training participants.
6. Maintain necessary records required under RCW 51.11.035 to secure medical aid benefits under chapter 51.36 RCW for participants.

Other Considerations, Terms, and Conditions:

It is recommended the Grantee have a first aid kit available at the roadside site, and at least one person with a valid First Aid Card be present during activities.

It is also recommended that the Grantee have a cellular phone, radio, or some form of two way communication on site in case of emergency.

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Recycling is an accepted and encouraged activity. Profits from the sale of recyclable items shall belong to the Grantee.

The Department is authorized to suspend this agreement temporarily without incurring liability, if highway maintenance and/or construction is required within the limits of the assigned area. Once these activities have been completed the Grantee will be notified and the agreement restored.

The Department is authorized to terminate this agreement without notice if it deems necessary or if the Grantee fails to comply with any conditions of this agreement, or for any public purpose, without cost to the department. This agreement will automatically terminate upon 30 days written notice of non-compliance, unless the Grantee takes corrective action(s).

This agreement is not assignable or transferable, either in whole or in part.

The term of this agreement shall commence on: _____, and shall end on:

_____ unless renewed, or terminated on 30 day notice by the Department, or the Grantee. Upon termination of this agreement the Adopt-a-Highway sign shall be removed and remain the property of the Department.

The Grantee and its agents agree to protect the state of Washington, its officers and employees and save them harmless from all claims, action or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee's or its agents in use or occupancy of the right of way or in the exercise of this agreement. In case any suit or action is brought against the State of Washington, its officers and/or employees, arising out of or by reason of any of the above causes, the Grantee and its agents will, upon notice of such action, defend the same at their sole cost and expense and satisfy any judgment against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State of Washington's agents or employees and (b) the Grantee or its agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its agents.

The Grantee and on behalf of its assigns and agents agrees to waive any claims for losses, injury to persons and or property, expenses, damages or lost revenues incurred by it or its agents in connection with Grantee, its assigns or agents in the use or occupancy of the right of way or in the exercise of this agreement against the State of Washington, its agents or employees except the reasonable costs of repair of property resulting from the negligent injury or damage to the Grantee's property by the State of Washington, its agents, or employees.

Grantee:

_____, _____, _____
Representative Title Date

WSDOT:

_____, _____, _____
Representative Title Date

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ASSIGNED HIGHWAY SECTION(S):

SR _____ MP _____ to MP _____

From _____ to _____

☐ Left side of highway ☐ Right side of highway ☐ Median ☐ Interchange

County of Assigned Section(s): _____

Washington State Department of
Transportation

Address

_____, WA. _____
City Zip

Phone Number

Date of Execution

_____, _____
Date of Termination or Renewal

Name of Department Representative

Title

Name of Organization (print or type)

Address

City, State, Zip Code

Name of Organization Contact (print or type)

Title

Home Address

City, State, Zip Code

Day Telephone

Evening Telephone

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EXHIBIT A, Page 1

EXHIBIT A - Special Provisions for Volunteer Adopt-a-Highway Agreement:

1. The Grantee shall submit a written proposal for any enhancement activities proposed in addition to or in place of litter control. The proposal shall include: Complete description of the activity proposed, materials and techniques to be used, and a schedule of work detailing all aspects of the proposal. All proposed work shall be in conformance with the Roadside Classification Plan, Corridor Management Plan (if completed), and any other applicable plans and policies as adopted by WSDOT.
2. No work shall commence prior to the Department's signed approval of this agreement.
3. Prior to the beginning of work, an on site project review conference shall be held, at which a representative of the Department and the Grantee's appointed leader shall be present.
4. The Grantee shall notify WSDOT's representative five (5) working days in advance of any scheduled work as specified in this exhibit within the state right of way.
5. All work shall be done to the satisfaction of WSDOT at the Grantee's expense. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and shall be subject to inspection by WSDOT. Unsatisfactory work shall be corrected by the Grantee. Any unsatisfactory work not corrected by the Grantee may be corrected by WSDOT, and the Grantee will be liable for all such costs.
6. The unauthorized cutting of any vegetation, or the disfiguring of any feature of scenic value shall not be permitted. Damage to existing vegetation designated to be preserved shall be subject to replacement and triple damages in accordance with the provisions in section 1-07.16(2) of the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition. RCW 64.12.030

Additional provisions are indicated with ☐.

- ☐ The application of pesticides of any type to the right of way shall not be permitted.
- ☐ The application of pesticides to the right of way is permitted. The Grantee shall prepare and submit a weed control plan for WSDOT approval. Application shall comply with the approved weed control plan. The applicator shall be licensed by the state of Washington for the class of pesticide utilized. Application records shall be submitted to: WSDOT Maintenance, P O Box 47358, Olympia, WA 98501- 7358.
- ☐ Directing of surface water from private property onto WSDOT right of way shall not be permitted. All manholes, drainage features, utility fixtures, and like appurtenances shall be located, marked, protected and maintained by the Grantee as directed by WSDOT. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by the Grantee work shall be restored to their original cross section and condition. Any problems with drainage shall be alleviated to WSDOT's satisfaction at the Grantee's expense. Any unsatisfactory work not corrected by the Grantee will be corrected by WSDOT, and the Grantee will be liable for all such costs.
- ☐ Any access to the right-of way from adjacent property shall be the responsibility of the Grantee. Access shall be gated and locked when not in use. Access locations and configurations shall be subject to approval by WSDOT.
- ☐ Access to the work area shall be from the Grantee's property or from a public access and not from the Highway.

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EXHIBIT A, Page 2

- ☐ Access to the work area shall be from the Highway shoulder. Vehicle parking and traffic control shall be in accordance with WSDOT approved traffic control plans.
- ☐ The Grantee shall prepare and submit a landscape/irrigation plan for WSDOT approval.
- ☐ WSDOT shall supply the following plant material: _____

- ☐ WSDOT will assist the Grantee by: _____

- ☐ Vegetation to be removed consists of: _____

—
- ☐ WSDOT will assist in marking plants to designate vegetation approved for removal.
 - ☐ Individual plants shall be pulled from the ground with roots intact.
 - ☐ Stumps of vegetation removed shall be flush cut with the ground.
 - ☐ Vegetative debris shall be chipped and dispersed within the highway right-of-way.
 - ☐ Vegetative debris shall be removed and legally disposed of by the Grantee
- ☐ Planting limits and setbacks shall be field staked by WSDOT and shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition.
- ☐ Mowing height shall be set at _____ inches from the ground surface. Mowing shall be performed once each month, during the months of: _____

- ☐ Other: _____

Grantee:

_____, _____, _____
Representative Title Date

WSDOT:

_____, _____, _____
Representative Title Date